

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NAUTILUS INSURANCE COMPANY,

Plaintiff,

v.

MOTEL MANAGEMENT SERVICES,
INC., d/b/a NESHAMINY INN, *et al.*,

Defendants.

CIVIL ACTION NO. 20-1607

ORDER

AND NOW, this 9th day of September 2021, upon consideration of Plaintiff Nautilus Insurance Company's Motion for Judgment on the Pleadings, Defendant Insureds Motion for Judgment on the Pleadings, the responses and replies thereto, and for the reasons stated in the accompanying memorandum, it is hereby **ORDERED** that Plaintiff's Motion for Judgment on the Pleadings [Doc. No. 31] is **GRANTED** and Defendant's Motion for Judgment on the Pleadings [Doc. No. 32] is **DENIED**.

Judgment in favor of Nautilus Insurance Company and against the Defendants is hereby entered declaring that Nautilus Insurance Company owes no duty to defend or indemnify Motel Management Services, Inc. d/b/a Neshaminy Inn, The Mary Etzrodt Real Estate Trust and NI45, LLC in either of the underlying actions, *G.D. v. Knights Inn of Trevoise, et al.*, Court of Common Pleas, Philadelphia County, Pennsylvania, No. 191202631, and *N.Z. v. v. Knights Inn of Trevoise, et al.*, Court of Common Pleas, Philadelphia County, Pennsylvania, No. 191202642.

It is so **ORDERED**.

BY THE COURT:

/s/ Cynthia M. Rufe

CYNTHIA M. RUFÉ, J.